

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

INTEGON GENERAL INSURANCE CO.	:	CIVIL ACTION
	:	
v.	:	NO. 19-4282
	:	
DAIRYLAND INSURANCE CO., et al.	:	

ORDER

AND NOW, this 26th day of May, 2020, upon consideration of the parties' cross-motions for summary judgment and all responses and replies thereto, it is hereby **ORDERED** that:

1. The Motion for Summary Judgment filed by Integon General Insurance Company [Doc. 22] is **GRANTED**.
2. The Court **DECLARES** that a) Integon General Insurance Company has no duty to defend Defendants, David Foertsch, and/or Tyler Shissler against claims asserted in the complaint captioned as Dairyland Insurance Company a/s/o Luis Garcia v. Tyler D. Shissler and David G. Foertsch, Case No.: 502019CA001963, in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. (Hereinafter referred to as "underlying litigation" or "Dairyland litigation");
b). Integon General Insurance Company may withdraw any defense from the Defendants, David Foertsch and/or Tyler Shissler relating to the Dairyland litigation, within twenty (20) days from the entry of this Order in favor of Integon General Insurance Company; and c). Integon

General Insurance Company has no duty to indemnify Defendants, David Foertsch, and/or Tyler Shissler, for claims made against them in the Dairyland litigation

3. Judgment is **ENTERED** in favor of Plaintiff Integon Insurance Company and against Defendant Dairyland Insurance Company.
4. The Motion for Summary Judgment filed by Defendant Dairyland Insurance Co. [Doc. 22] is **DENIED**.
5. The Complaint is **DISMISSED** with prejudice against Defendants Tyler Shissler and David Foertsch.
6. The Motion by Integon Insurance Co. for default judgment against defendant Tyler Shissler [Doc. 12] is **DENIED** as moot.
7. The Motion by Integon Insurance Co. for default judgment against defendant David Foertsch [Doc. 18] is **DENIED** as moot.
8. The Motion by Dairyland Insurance for its representative to attend a settlement conference via telephone [Doc. 15] is **DENIED** as moot.
9. Dairyland Insurance shall submit an affidavit to the Court (along with a proposed Order) within 5 days of the date of the Court's Order detailing all reasonable attorney's fees and expenses it incurred after January 27, 2020. Integon Insurance may contest the amount of requested fees and expenses.
10. The Clerk shall mark this case as terminated.

BY THE COURT:

/s/ Jeffrey L. Schmehl
JEFFREY L. SCHMEHL, J.